

# **REQUEST FOR PROPOSALS**

## **MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) AVONDALE TRANSIT CIRCULATOR STUDY**



**AUGUST 21, 2009**

## CONTENTS

<b><u>Section</u></b>	<b><u>Page No.</u></b>
PUBLIC NOTICE .....	<a href="#"><u>i</u></a>
SCOPE OF WORK .....	<a href="#"><u>1</u></a>
PROPOSAL REQUIREMENTS .....	<a href="#"><u>4</u></a>
PROPOSAL EVALUATION AND SELECTION PROCESS .....	<a href="#"><u>7</u></a>
ADMINISTRATIVE REQUIREMENTS .....	<a href="#"><u>8</u></a>
 APPENDIX A: ARIZONA ADMINISTRATIVE CODE R4-30-301	
 APPENDIX B: LABOR COST ALLOCATION BUDGET	
 APPENDIX C: PROPOSER'S REGISTRATION FORM	
 APPENDIX D: MAG'S KEY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR CONSULTANT CONTRACTS	
 APPENDIX E: PROGRESS REPORT FORMAT	

**PUBLIC NOTICE**

**REQUEST FOR PROPOSALS:**

**AVONDALE TRANSIT CIRCULATOR STUDY**

The Maricopa Association of Governments (MAG) is requesting proposals from qualified consultants for the Avondale Transit Circulator Study to develop recommendations for future transit circulator service in the City of Avondale. The project will be completed in a maximum five months from the date of the notice to proceed at a cost not to exceed \$150,000.

Detailed proposal requirements may be obtained by contacting the MAG Office at the address indicated below or may be downloaded from <http://www.mag.maricopa.gov/>, under "Employment/RFP's" then "RFPs/RFQs". For further information, please submit questions in writing by fax to the attention of Kevin Wallace at (602) 254-6490, or by e-mail to [kwallace@mag.maricopa.gov](mailto:kwallace@mag.maricopa.gov).

Proposals will be accepted until 12:00 noon (Mountain Standard Time) on Monday, September 11, 2009, at MAG, 302 North 1st Avenue, Suite 300, Phoenix, Arizona 85003.

## **SCOPE OF WORK**

### **Introduction**

The Maricopa Association of Governments (MAG) is requesting proposals from qualified consultants to develop recommendations for future transit circulator service in the City of Avondale. Specific expertise is sought in the areas of transit planning, consensus building, public participation, and financial planning. The project will be completed within five months of the Notice to Proceed (NTP), at a cost not to exceed \$150,000.

### **Background**

The Maricopa Association of Governments is the designated MPO for transportation planning for the metropolitan Phoenix area. MAG is also the designated Air Quality Planning Agency for the region. The MAG membership consists of the 25 incorporated cities and towns within Maricopa County and the contiguous urbanized area, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa County, the Arizona Department of Transportation (ADOT), and the Citizens Transportation Oversight Committee (CTOC). ADOT and CTOC serve as ex-officio members for transportation-related issues.

Situated west of Phoenix along the I-10 corridor, the City of Avondale has experienced an extended period of rapid growth. Currently, the City is home to over 76,000 residents, with an expected population of 123,000 by 2020. Employment growth is also evident through emerging medical facilities, business centers, and light manufacturing parks.

Because of the economic downturn, planned regional bus routes may be significantly delayed in Avondale. To help mitigate these potential delays, this study will identify options for transit circulator routes to connect population and employment centers, existing and planned transit facilities (e.g., I-10 west high capacity transit, regional park-and-ride lots, etc.), retail centers, and public facilities.

Key project objectives are to:

1. Conduct a comprehensive, market based evaluation of transit circulator needs in the City of Avondale.
2. Ensure the study results are coordinated with on-going regional transit plans and studies (e.g., Regional Transportation Plan, Regional Transit Framework Study).
3. Define a phased implementation plan that allows the City of Avondale to expand transit circulator service over time, in concert with development trends and available revenues.
4. Develop a sound financial plan that identifies capital/ operating cost and potential sources of revenue.
5. Foster widespread community support for transit circulator service through an effective public involvement program.

### **Proposed Tasks**

The consultant is encouraged to be creative in developing a sound analytical approach which achieves the goals for this project. The consultant is urged to be as specific as possible when describing the activities that will be performed to support each task. The consultant is also urged to make maximum use of matrices, tables and drawings in working papers produced for the project to insure conciseness and clarity and to minimize the amount of text required. In preparing a proposal for consideration by MAG, the consultant will not be required to adhere strictly to the proposed tasks specified below. Additional tasks may be warranted.

#### **Task 1**      **Review and Analysis of Existing and Future Conditions**

The consultant will collect, evaluate, and summarize existing and future transportation and land use information necessary to determine the market potential for various transit circulator options. General activities under this task should include a review and summary of the following elements:

- A. Operating characteristics of transit circulator systems in other communities, with a preference for communities in Arizona.
- B. Relevant transportation and land use studies, plans, and reports.

## **Maricopa Association of Governments Request for Proposals – Avondale Transit Circulator Study**

- C. Existing and planned activity centers, land use data, and socioeconomic characteristics.
- D. Transit ridership and market/demand data.
- E. Regional travel demand forecasts from the MAG TransCAD model (available forecast years include 2007, 2009, 2015, and 2030).
- F. Opportunities to promote Transit Oriented Development (TOD) in key activity centers.

### **Task 2 Agency and Public Involvement**

Effective communication will be essential for the success of this study. Under this task, the consultant will engage agency staff and the general public in the planning process. General activities under this task will include the following:

- A. Prepare and implement a proactive public involvement program, taking into account ongoing public involvement in related planning studies and other activities. The program should provide opportunities for obtaining input and presenting study findings to Avondale residents, city staff, existing and potential transit customers, employers, and the business community. Elements of the public involvement program should include the following: stakeholder interviews; a survey to gauge public perceptions about transit service; participation in existing public forums; fact sheets or newsletters; presentation materials; and a final project brochure suitable for distribution to a wide audience.
- B. Establish a Project Management Team (PMT), composed of staff from MAG, the City of Avondale, the Regional Public Transportation Authority (RPTA), and the Arizona Department of Transportation (ADOT). The PMT will meet regularly to provide input and review work products.
- C. Provide briefings and presentations at City of Avondale and MAG committee meetings.
- D. Prepare a project management plan that includes appropriate quality assurance measures.

### **Task 3 Transit Circulator Service Options**

Utilizing information from Tasks 1 and 2, the consultant will identify the necessary requirements for implementing transit circulator service in the City of Avondale. General activities will include the following components:

- A. Transit capital and technology options.
- B. Potential transit supportive policies to encourage transit ridership.
- C. Opportunities to coordinate service with neighboring communities and regional service operated by the Regional Public Transportation Authority.
- D. Development of alternate circulator service options based on market demand, options for seniors and people with disabilities, service to activity centers, routing alignments and frequencies, capital requirements, etc.

### **Task 4 Financial Plan**

The consultant will prepare a financial plan for the transit circulator service options developed under Task 3. The financial plan will include the following components:

- A. Funding requirements, including annual capital and operating costs through 2030 based on the phased implementation plan included in Task 3.
- B. Funding opportunities, including private, local, state, and federal sources.
- C. Funding strategies, including a potential local package for consideration by City of Avondale voters.

## **Maricopa Association of Governments Request for Proposals – Avondale Transit Circulator Study**

### **Task 5**              **Transit Circulator Service Plan**

The consultant will prepare a draft and final Transit Circulator Service Plan that balances the service requirements developed in Task 3 with the financial considerations identified in Task 4. The service plan will include the following components:

- A.        Evaluation criteria to prioritize the circulator service options developed in Task 3.
- B.        Options for phased service implementation based on anticipated revenues, development trends, market demand, etc.
- C.        Recommendations for appropriate operating and capital strategies.

### **Task 6**              **Study Record**

The consultant will assemble all final products from the study tasks into a complete study record.

### **Deliverables**

The products of this project are listed below. Each working paper should present information in a succinct manner with extensive use of tables, matrices, and drawings. The working papers ultimately will be consolidated into a final report. An administrative draft of each working paper will be submitted in both electronic and hard copy format to the MAG project manager for review. Comments from the MAG project manager will be incorporated into the working paper by the consultant, before it is distributed for external review. Comments received during the external review process will be incorporated into the working paper by the consultant, which will then become a chapter in the draft final report.

**Task 1**              Existing and Future Conditions Working Paper (eight copies each of draft and final working papers).

**Task 2**              Agency and Public Involvement Plan (eight copies each of draft and final working papers); Project Management Plan (two copies each of draft and final); Project Fact Sheets; Final Project Brochure (1,500 copies).

**Task 3**              Transit Circulator Service Options Working Paper (eight copies each of draft and final working papers).

**Task 4**              Financial Plan Working Paper (eight copies each of draft and final working papers).

**Task 5**              Transit Circulator Service Plan (25 copies each of draft and final reports).

**Task 6**              Compilation of all electronic and hard copy study working papers, documents, and reports.

**PROPOSAL REQUIREMENTS**

**Project Cost and Schedule**

The estimated time frame for this project is five (5) months from the date of the notice to proceed, with intermediate deliverables due in accordance with the schedule as agreed to between MAG and the consultant(s) at a cost not to exceed \$150,000. The date of the notice to proceed is anticipated to be November 9, 2009.

**Proposal Delivery**

1. Eight (8) copies of the proposal must be submitted by 12:00 noon (Mountain Standard Time) on September 11, 2009.

Maricopa Association of Governments  
Attention: Kevin Wallace  
302 North 1st Avenue, Suite 300  
Phoenix, Arizona 85003

Timely receipt of proposals will be determined by the date and time the proposal is received at the above address. Hand delivery is therefore encouraged. No late submissions, facsimile, or electronic submissions will be accepted.

Proposals will be opened publicly and the name of each entity submitting a proposal will be read at 12:05 p.m. September 11, 2009, at the MAG Offices, Agave Room, 302 North 1st Avenue, Suite 100 Phoenix, Arizona, 85003.

All material submitted in response to this solicitation becomes the property of MAG and will not be returned. After contract award, the proposals shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with Arizona Administrative Code R2-7-103; which shall be included in the proposal. Upon receipt of your written notification, MAG will review any portions of the proposal that the proposer considers to be confidential and then make a determination on what should be released. MAG will also notify you in writing of our determination and provide you with an opportunity to respond to our decision prior to releasing the proposal.

2. Any questions regarding this Request for Proposals should be submitted in writing to Kevin Wallace by fax at (602) 254-6490; or by email at [kwallace@mag.maricopa.gov](mailto:kwallace@mag.maricopa.gov). Responses to questions submitted will be posted on the MAG Web site at [www.mag.maricopa.gov](http://www.mag.maricopa.gov). Additional information regarding MAG activities, including Committee meeting schedules, may be found on the MAG Web site [www.mag.maricopa.gov](http://www.mag.maricopa.gov).
3. A proposer's conference for the project has been scheduled for 10:00 a.m, September 1, 2009, at the MAG Office, Cholla Room, Suite 200, 302 North 1st Avenue, Phoenix, Arizona. If you wish to receive notes from the proposer's conference and a list of attendees, please contact the MAG project manager.

**Proposal Content**

It is required that the proposal:

1. Be limited to a maximum length of thirty-five (35) pages, not including a cover letter, résumés, and any appendices. The cover letter must be signed by a party authorized to bind the entity submitting the proposal.
2. Be prefaced by a brief statement describing the proposer's organization and outlining its approach to completing the work required by this solicitation. This statement shall illustrate the proposer's overall understanding of the project.
3. Contain a work plan which concisely explains how the consultant will carry out the objectives of the project. In the work plan, the proposer shall describe each project task and proposed approach to the task as clearly and thoroughly as possible.
4. Include a preliminary schedule for the project in bar-chart format. Indicate all work plan tasks and their durations. The schedule shall clearly identify project deliverable dates.
5. Contain a staffing plan for the project. The plan shall include the following in table format:
  - a. A project organization chart, identifying the project manager.
  - b. Names of key project team members and/or subconsultants. Only those personnel who will be working directly on the project should be cited.
  - c. The role and responsibility of each team member.
  - d. Percent effort (time) of each team member for the contract period.
  - e. The role and level of MAG technical staff support, if any.
6. Include résumés for major staff members assigned to the project. These résumés should focus on their experience in this type of project.
7. Each firm submitting a proposal is required to certify that it will comply with, in all respects, the rules of professional conduct set forth in A.C.R.R. R4-30-301 (see Appendix A), which is the official compilation of the Rules of Professional Conduct from the Administrative Rules and Regulations for the State of Arizona.
8. Include proposer's recent experience (last five years) in performing work similar to that anticipated herein. This description shall include the following:
  - a. Date of project.
  - b. Name and address of client organization.
  - c. Name and telephone number of individual in the client organization who is familiar with the project.
  - d. Short description of project.
  - e. Consultant team members involved and their roles.
9. A labor cost allocation budget formatted as noted in Appendix B.
10. All firms proposing on this project will be required to include a "*Proposer's Registration Form*" (See Appendix C) in the submitted proposal. In addition, a "*Proposer's Registration Form*" is required to be included for each subcontractor proposed for this project.



**Maricopa Association of Governments Request for Proposals – Avondale Transit Circulator Study**

11. The Disadvantaged Business Enterprise (DBE) requirements in the Code of Federal Regulations Title 49, Part 26 will apply to this Contract. See Appendix D, "MAG's Key DBE Regulatory Requirements". A complete copy of MAG's DBE program is available on request.
12. Each firm shall document within its proposal any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a consultant from consideration. A potential conflict of interest includes, but is not limited to:
  - a. Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
  - b. Performing work for a client or having an interest which conflicts with this contract.
  - c. Employing personnel who worked for MAG or one of its member agencies within the past three years.
  - d. All relationships with MAG and / or any employees of MAG.

MAG will be the final determining body as to whether a conflict of interest exists.

**PROPOSAL EVALUATION AND SELECTION PROCESS**

1. All proposals will be evaluated by an evaluation team consisting of MAG staff and MAG member agency staff. Evaluation criteria include the following:
  - a. Demonstrated understanding of the project through a well-defined work plan consistent with program objectives.
  - b. Clarity of proposal, realistic approach, technical soundness, and enhancements to elements outlined in this Request for Proposals.
  - c. Experience of the project manager and other project personnel in similar studies. Only those personnel assigned to work directly on the project should be cited.
  - d. Proven track record in this area of study. Proposers should identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
  - e. Availability of key personnel throughout the project effort.
  - f. Price, except for the procurement of architectural or engineering (A&E) services.
  - g. Ability and commitment to complete the project within the specified time period, meet all deadlines for submitting associated work products, and ensure quality control.
  - h. Recognition of work priorities and flexibility to deal with change and contingencies.
  - i. Demonstrated ability to communicate complex concepts clearly and concisely.
2. On the basis of the above evaluation criteria, selected firms submitting proposals may be interviewed prior to the selection of a consultant. However, MAG reserves the right to select a consultant without conducting interviews. If deemed necessary by the evaluation team, in-person interviews will be held on the afternoon of October 1, 2009. It is anticipated that firms selected for interviews will be contacted approximately one week prior to the in-person interview date. MAG strongly suggests that the project manager and key members of the consultant team be present at the in-person interview.
3. MAG may conduct discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
4. MAG reserves the right to:
  - a. Cancel this solicitation.
  - b. Reject any and all proposals and re-advertise.
  - c. Select the proposal(s) that, in its judgment, will best meet its needs.
  - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period or terminated for lack of funds.

**ADMINISTRATIVE REQUIREMENTS**

1. This Request for Proposals is for a cost-reimbursement plus fixed fee contract.
2. During the course of the project, a monthly progress report is required to be submitted within ten (10) working days after the end of each month until the final report is submitted. Each report shall include a comprehensive narrative of the activities performed during the month, an estimated percent complete for each project task, monthly and cumulative costs by task, activities of any subcontractors, payments to any subcontractors, a discussion of any notable issues or problems being addressed, and a discussion of anticipated activities for the next month (See Appendix E for format).
3. MAG shall retain ten percent (10%) of the contract amount, withheld from each invoice, as final payment until completion of the project to the satisfaction and acceptance of the work. Final payment shall be made after acceptance of the final product and invoice.
4. An audit examination of the consultant's records may be required.
5. The firm that is selected will be required to comply with Titles VI and VII of the Civil Rights Act of 1964. The contractor will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The contractor will comply with MAG's Disadvantaged Business Enterprise (DBE) program as supplemented in the U.S. Department of Transportation Regulation (USDOT), 49 CFR Part 26. The contractor will also be required to comply with all applicable laws and regulations of the U.S. Department of Transportation.
6. The firm selected will be required to comply with MAG insurance requirements, which may include: Workmen's Compensation, Architects and Engineers Professional Liability insurance, Commercial General Liability insurance, Business Automobile Liability insurance, and Valuable Papers insurance.
7. The firm selected is required to document any potential conflicts of interest during the contract period. A conflict of interest shall be cause for terminating a contract. A potential conflict of interest includes, but is not limited to:
  - a. Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
  - b. Performing work for a client or having an interest which conflicts with this contract.
  - c. Employing personnel who worked for MAG or one of its member agencies within the past three years.

MAG will be the final determining body as to whether a conflict of interest exists.

## **APPENDIX A**

### **ARIZONA ADMINISTRATIVE CODE R4-30-301**

**ARTICLE 3. REGULATORY PROVISIONS**

**R4-30-301. Rules of Professional Conduct**

All registrants shall comply with the following rules of professional conduct:

1. A registrant shall not submit any materially false statements or fail to disclose any material facts requested in connection with an application for registration or certification, or in response to a subpoena.
2. A registrant shall not engage in fraud, deceit, misrepresentation or concealment of material facts in advertising, soliciting, or providing professional services to members of the public.
3. A registrant shall not commit bribery of a public servant as proscribed in A.R.S. § 13-2602, commit commercial bribery as proscribed in A.R.S. § 13-2605, or violate any federal statute concerning bribery.
4. A registrant shall comply with state, municipal, and county laws, codes, ordinances, and regulations pertaining to the registrant's area of practice.
5. A registrant shall not violate any state or federal criminal statute involving dishonesty, fraud, misrepresentation, embezzlement, theft, forgery, perjury, bribery, or breach of fiduciary duty, if the violation is reasonably related to the registrant's area of practice.
6. A registrant shall apply the technical knowledge and skill that would be applied by other qualified registrants who practice the same profession in the same area and at the same time.
7. A registrant shall not accept an engagement if the duty to a client or the public would conflict with the registrant's personal interest or the interest of another client without making a full written disclosure of all material facts of the conflict to each person who might be related to or affected by the engagement.
8. A registrant shall not accept compensation for services related to the same engagement from more than one party without making a full written disclosure of all material facts to all parties and obtaining the express written consent of all parties involved.
9. A registrant shall make full disclosure to all parties concerning:
  - a. Any transaction involving payments to any person for the purpose of securing a contract, assignment, or engagement, except payments for actual and substantial technical assistance in preparing the proposal; or
  - b. Any monetary, financial, or beneficial interest the registrant holds in a contracting firm or other entity providing goods or services, other than the registrant's professional services, to a project or engagement.
10. A registrant shall not solicit, receive, or accept compensation from material, equipment, or other product or services suppliers for specifying or endorsing their products, goods or services to any client or other person without full written disclosure to all parties.
11. If a registrant's professional judgment is overruled or not adhered to under circumstances where a serious threat to the public health, safety, or welfare may result, the registrant shall immediately notify the responsible party, appropriate building official, or agency, and the Board of the specific nature of the public threat.

12. If called upon or employed as an arbitrator to interpret contracts, to judge contract performance, or to perform any other arbitration duties, the registrant shall render decisions impartially and without bias to any party.
13. To the extent applicable to the professional engagement, a registrant shall conduct a land survey engagement in accordance with the April 12, 2001 Arizona Professional Lands Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, as adopted by the Board on June 15, 2001, the provisions of which are incorporated in this subsection by reference and on file with the Office of the Secretary of State. This incorporation by reference does not include any later amendments or editions and is available at the Board's office and APLS at [www.aia.org](http://www.aia.org).
14. A registrant shall comply with any subpoena issued by the Board or its designated administrative law judge.
15. A registrant shall update the registrant's address and telephone number of record with the Board within 30 days of the date of any change.
16. A registrant shall not sign, stamp, or seal any professional documents not prepared by the registrant or a bona fide employee of the registrant.
17. Except as provided in subsections (18) and (19), a registrant shall not accept any professional engagement or assignment outside the registrant's professional registration category unless:
  - a. The registrant is qualified by education, technical knowledge, or experience to perform the work; and
  - b. The work is exempt under A.R.S. § 32-143.
18. A registered professional engineer may accept professional engagements or assignments in branches of engineering other than that branch in which the registrant has demonstrated proficiency by registration but only if the registrant has the education, technical knowledge, or experience to perform such engagements or assignments.
19. Except as otherwise provided by law, a registrant may act as the prime professional for a given project and select collaborating professionals; however, the registrant shall perform only those professional services for which the registrant is qualified by registration to perform and shall seal and sign only the work prepared by the registrant or by the registrant's bona fide employee.
20. A registrant who is designated as a responsible registrant shall be responsible for the firm or corporation. The Board may impose disciplinary action on the responsible registrant for any violation of Board statutes or rules that is committed by a non-registrant employee, firm, or corporation.
21. A registrant shall not enter into a contract for expert witness services on a contingency fee basis or any other arrangement in a disputed matter where the registrant's fee is directly related to the outcome of the dispute.

Amended by final rulemaking at 12 A.A.R. 1609, effective July 1, 2006 (Supp. 06-2).

## **APPENDIX B**

### **LABOR COST ALLOCATION BUDGET**

**LABOR COST ALLOCATION BUDGET - SAMPLE**

Available in Excel on request

PRIME CONSULTANT		Hours by Personnel and Task Description					
	Raw Direct	Task 1	Task 2	Task 3	Task 4		
Personnel	Hourly Rate	(Task Description)	(Task Description)	(Task Description)	(Task Description)	Total Hours	Total Cost
Personnel 1	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 2	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 3	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 4	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 5	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 6	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 7	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 8	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 9	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 10	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 11	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 12	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 13	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 14	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 15	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 16	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 17	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 18	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 19	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Personnel 20	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Task Hours		0.00	0.00	0.00	0.00	0.00	
Total Task Cost		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Overhead (or Fringe) Rate (Audited Rate)	1.2500	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Labor with Overhead		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fee (10% max rate)	10%	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Labor With Overhead and Fee		\$ -	\$ -	\$ -	\$ -		\$ -
PRIME CONSULTANT		Directly Reimbursable Expenses					
Reimbursable Expenses		Task 1	Task 2	Task 3	Task 4		Total Cost
Postage		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Copying/Printing		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Travel		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Local Travel		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
PI Meeting Materials		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Focus Group Incentives		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Display Boards		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Miscellaneous		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other (Description)		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Prime Reimbursable Expenses		\$ -	\$ -	\$ -	\$ -		\$ -
SUBCONSULTANTS		Task Hours					
	Loaded	Task 1	Task 2	Task 3	Task 4		
Personnel	Hourly Rate	(Task Description)	(Task Description)	(Task Description)	(Task Description)	Total Hours	Total Cost
Subconsultant 1	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 2	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 3	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 4	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Subconsultant 5	\$0.0000	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Task Hours		0.00	0.00	0.00	0.00	0.00	
Total Subconsultant Costs		\$ -	\$ -	\$ -	\$ -		\$ -
		Total Costs By Task					
TOTAL COST SUMMARY		Task 1	Task 2	Task 3	Task 4		Total Cost
Total Labor With Overhead and Fee		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Prime Reimbursable Expenses		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Subconsultant Costs		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
GRAND TOTAL		\$ -	\$ -	\$ -	\$ -		\$ -

v-6.10.2008



## **APPENDIX C**

### **PROPOSER'S REGISTRATION FORM**

## PROPOSER'S REGISTRATION FORM

All firms proposing as prime contractors or subcontractors on Maricopa Association of Governments (MAG) projects are required to be registered. **Please complete this form and return it with your proposal.**

If you have any questions about this registration form, please call the MAG Fiscal Services Manager, (602) 254-6300.

### 1. GENERAL INFORMATION:

Name of Firm: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Web address: \_\_\_\_\_  
Year firm was established \_\_\_\_\_

Check all that apply:

Is this firm a prime consultant? \_\_\_\_  
Is this firm a sub-consultant? \_\_\_\_ Identify specialty: \_\_\_\_\_  
Is this firm a certified DBE? \_\_\_\_ If so, by whom? \_\_\_\_\_  
Is this firm currently debarred? \_\_\_\_  
Is this firm currently the subject of debarment proceeding? \_\_\_\_\_

### 2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last 3 years):

\_\_\_\_\_ <\$300,000  
\_\_\_\_\_ \$300,000 - \$599,999  
\_\_\_\_\_ \$600,000 - \$999,999  
\_\_\_\_\_ \$1,000,000 - \$4,999,999  
\_\_\_\_\_ >\$5,000,000

Information will be maintained as confidential to the extent allowed by federal and state law. The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded and initiating action under federal and state laws concerning false statements.

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

## **APPENDIX D**

### **MAG'S KEY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR CONSULTANT CONTRACTS**

## **MAG'S KEY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR CONSULTANT CONTRACTS**

**The Disadvantaged Business Enterprise (DBE) requirements in the Code of Federal Regulations Title 49, Part 26 will apply to this contract.** A complete copy of MAG's DBE Program is available by request to MAG's DBE Liaison Officer, at 602/254-6300.

The Consultant will agree to ensure that DBEs, as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

### **DBE Participation and Reporting:**

Only DBE firms that are certified by Arizona Unified Certification Program (AZUCP) are eligible to be used for this contract. A list of DBE firms certified by AZUCP is available on the internet at [www.azdbe.org](http://www.azdbe.org). The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, MAG does not guarantee the accuracy and/or completeness of this information, nor does MAG represent that any licenses or registrations are appropriate for the work to be done.

The Consultant will be required to report monthly on: (1) the utilization of any subcontractors, and (2) any payments made to subcontractors (DBEs and non-DBEs).

### **Requirement for Proposal:**

All firms proposing on this project will be required to include a completed "Proposer's Registration Form" (See Appendix D) with their proposal. In addition, a completed Proposer's Registration Form must be included with the proposal for any subcontractors used on this project.

### **General Requirements for Proposals and Contract:**

All proposers will be required to include the following information in their proposal and contract:

1. A clear and concise description of the work that each DBE will perform
2. The dollar amount of the participation of each DBE firm participating
3. Written documentation of the proposer's commitment to use a DBE subcontractor(s) whose participation it submits to meet a contract goal
4. If the contract goal is not met, evidence of good faith efforts to meet the goal

### **Contractor and Subcontractor Assurance:**

MAG will incorporate into each contract it signs with a Prime Contractor, and require in each subcontract (that a Prime Contractor signs with a Subcontractor), the following assurance:

"The Contractor, Subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MAG deems appropriate."

### **Prompt Payment Provision:**

"The Prime Contractor will pay Subcontractors for satisfactory performance of contracts no later than fourteen (14) calendar days from the date that the Prime Contractor receives payment from MAG. The Prime Contractor will also return retainage payments to the Subcontractor within fourteen (14) calendar days from the date of satisfactory completion of work."

### **Prime Contractors must:**

1. Provide the Subcontractor with the name, address and phone number of the person to whom all invoices/billings and statements must be sent.
2. Pay Subcontractors and suppliers within fourteen (14) days of receipt of payment from MAG.
3. Stipulate the reason(s) in writing to the Subcontractor or supplier and to MAG for not abiding by the prompt payment provision. Possible reasons include:
  - a. Failure to provide all required documentation
  - b. Unsatisfactory job performance
  - c. Disputed work
  - d. Failure to comply with other material provisions of the contract
  - e. Third-party claims filed or reasonable evidence that a claim will be filed

- f. Reasonable evidence that the contract cannot be completed for the unpaid balance of the contract sum or a reasonable amount for retainage.

**Subcontractors must:**

1. Submit invoices or billing statements to the Prime Contractor's designated contact person in an appropriate format and in a timely manner. The format and the timing of billing statements must be specified in the contract(s) between the Prime Contractor and the Subcontractor(s).
2. Notify MAG in writing of any potential violation of the prompt payment provision.

**MAG will implement appropriate mechanisms to ensure compliance with the requirements of all program participants.** The mechanisms MAG may use include, but are not limited to:

1. MAG will notify Subcontractors (DBE and Non-DBEs) of the Prime Contractor's responsibility for prompt payment and encourage Subcontractors to notify MAG in writing with any possible violations to the prompt payment mechanism.
2. Withholding payment from Prime Contractors who do not comply with the prompt payment provision noted above, where it has been determined by the MAG DBELO that delay of payment to the Subcontractor is not justified.
3. Stopping work on the contract until compliance issues are resolved.
4. Terminating the contract.

**MAG will verify that the work committed to DBEs, at the time of the contract award, is actually performed by DBEs.** This will be accomplished by:

1. Requiring Prime Contractors to report Subcontractor(s) (DBE and Non-DBEs) work performed in each monthly progress report along with an indication of the number of hours worked, any costs incurred and the amounts paid to the DBE(s).
2. Ensuring that DBE participation is credited toward the overall goal or contract goal(s) only when payments are actually made to DBE firms.

## **APPENDIX E**

### **PROGRESS REPORT FORMAT**

## **(Progress Report Format - SAMPLE)**

(Consultant's Letterhead)  
April 15, 2000

(MAG Project Manager)  
Maricopa Association of Governments  
302 North First Avenue, Suite 300  
Phoenix, Arizona 85003

Re: Progress Report No. 3 and Invoice for the Period of March 2000

*For Each Task, the consultant is to provide the percent of work completed to date, a narrative describing the work accomplished, data obtained, problems encountered, meetings held and reports and/or data produced. It is the responsibility of the consultant to document that the work accomplished for each task during the reporting period is commensurate with the amount of money billed for the task in the invoice.*

*The narrative describing the work accomplished should be of sufficient detail to enable the Project manager to clearly understand the progress on the task during the reporting period. Wherever possible, the consultant should submit along with the progress report appropriate documentation of work accomplished, such as partial or complete draft technical reports or working papers, etc.*

### **TASK 1 - DATA COLLECTION**

Percent of Work Completed: 100 percent.

Work Accomplished: A database in both hard copy and electronic format was developed and a methodology for keeping the database current was established.

Data Obtained: Information on the transportation facilities was secured for each of the facilities in the study area. The data included, but was not limited to: name, location, and current and historical traffic levels.

Meetings Held: The following meetings were held in connection with the data collection effort:

March 15, 2000, with the MAG project manager to review data collected for the facilities.

March 21, 2000, with the Advisory Committee to obtain input on the data collection process.

March 23, 2000, with MAG staff to review comments on preliminary database.

March 25, 2000, with the public and special interest groups to obtain input on the distribution of the database.

Reports or Data Produced: A database in electronic format was produced and provided to MAG staff on March 29, 2000.

### **TASK 2 - INVENTORY**

Percent of Work Completed: 100 percent.

Work Accomplished: A facilities inventory was completed, and the data obtained in Task 1 were compiled into a Draft Inventory Technical Report for distribution to the Advisory Committee.

Data Obtained: See Task 1.

Meetings Held: The following meetings were held:

March 1, 2000, met with MAG staff to finalize the outline for the Inventory Technical Report.

March 10, 2000, met with the MAG project manager to obtain suggestions on methods for comparing facility information.

Reports or Data Produced: A draft Inventory Technical Report was produced and distributed to members of the Advisory Committee for review and comment.

### **TASK 3 - FORECASTS**

Percent of Work Completed: 100 percent.

Work Accomplished: Forecasts of travel demand on inventoried facilities were prepared for 2000, 2010 and 2020. The forecasts were consistent with County control totals reviewed by the Advisory Committee last month. The forecasts included a breakdown by facility type.

Data Obtained: See Task 1.

Meetings Held: March 21, 2000, met with MAG staff to discuss comments on preliminary forecast results.

Reports or Data Produced: A draft forecasts report was produced and distributed to members of the Advisory Committee for review and comment.

### **TASK 4 - DEMAND/CAPACITY ANALYSIS AND FACILITY REQUIREMENTS**

Percent of Work Completed: 60 percent.

Work Accomplished: An hourly capacity was computed for each of the inventoried facilities using the federal guidance provided by MAG staff.

Data Obtained: See Task 1.

Meetings Held: A meeting was held on March 25, 2000 to discuss the differences between the capacity calculations for this study versus previous studies.

Reports or Data Produced: None. However, a draft set of capacity estimates is enclosed documenting the assumptions and data input used to prepare the estimates.

### **TASK 5- ALTERNATIVES**

Percent of Work Completed: 25 percent.

Work Accomplished: Other regional plans were examined to determine the type of alternatives that were used to meet future demand.

Data Obtained: Regional plans from San Diego, Los Angeles, Denver, Seattle Tucson and Chicago were collected.

Meetings Held: On March 18, 2000, a meeting was held with planners for the Pima Association of Governments to discuss alternatives.

Reports or Data Produced: None.

### **TASK 6 - EVALUATION OF ALTERNATIVES**

Work on this task has not begun.

### **TASK 7 - RECOMMENDATIONS**

Work on this task has not begun.

### **TASK 8 - IMPLEMENTATION**

Work on this task has not begun.

Problems Encountered



Some of the capacity calculations prepared for the study were different from the capacity calculations used in previous studies. These differences were discussed and resolved at a meeting held with MAG staff on March 25, 2000.

Invoice: The enclosed invoice is for the third progress payment of \$17,679.20. The total amount billed to date is \$48,250.00.

Sincerely,

Project Manager Name

Project Manager Title

Enclosure